

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MLC INTELLECTUAL PROPERTY, LLC,
Plaintiff,
v.
MICRON TECHNOLOGY, INC.,
Defendant.

Case No. [14-cv-03657-SI](#)

**ORDER GRANTING IN PART AND
DENYING IN PART MICRON'S
ADMINISTRATIVE MOTION TO FILE
UNDER SEAL MOTION FOR
PRELIMINARY INJUNCTION OR TO
STRIKE**

Re: Dkt. No. 360

Micron has filed an administrative motion to file under seal its motion for a preliminary injunction. Dkt. No. 360. Micron seeks to file the motion with numerous redactions, and a number of exhibits entirely under seal. The Court has reviewed the proposed under seal material and finds that Micron's proposed redactions are overbroad. While the terms of the NDA itself are confidential, the existence of the NDA is not. As such, the Court finds it appropriate to file the agreement (and different versions of the agreement) under seal (Exhibits 1, 3, and 5). In addition, the Court finds that the parties' communications regarding and pursuant to the NDA may be filed under seal (Exhibits 2 and 4).

However, Micron's request to file the balance of the material identified in the administrative motion is overbroad. Micron's proposed redactions to the motion itself are not narrowly tailored. For example, it is unnecessary to redact references to "the agreement," "breaching the parties' nondisclosure agreement," "licensing discussions" or "contractual obligations" because there is nothing confidential about those words, and indeed the fact that the parties entered into a non-disclosure agreement in 2013 to negotiate a potential license, and that Micron alleges that MLC has breached that agreement, are matters already in the public record. *See e.g.*, Dkt. No. 244. Similarly,

1 Micron's request to file Exhibits 6-10 entirely under seal is inappropriate, as these exhibits contain
2 a considerable amount of material that is not confidential (such as discovery requests and boilerplate
3 objections). These are just a few examples, and there are many more instances of non-confidential
4 material in the motion and Exhibits 6-10 that Micron seeks to file under seal.

5 Accordingly, the Court GRANTS Micron's administrative motion to file under seal Exhibits
6 1-5 to the motion for a preliminary injunction. The Court DENIES the balance of the motion,
7 without prejudice to Micron filing another administrative motion that is much more narrowly
8 tailored such that only truly confidential information (such as quotes from or summaries of the
9 NDA) is sought to be filed under seal. Micron shall file the renewed administrative motion no later
10 than **March 29, 2019**.

11
12 **IT IS SO ORDERED.**

13
14 Dated: March 27, 2019



15
16 SUSAN ILLSTON
17 United States District Judge